

ENTERED

August 10, 2021

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

LIMETREE BAY SERVICES, LLC, *et al.*,¹

Debtors.

CHAPTER 11

CASE NO.: 21-32351

(Jointly Administered)

LIMETREE BAY REFINING, LLC

Plaintiff,

v.

Adv. Pro. 21-03791

**BEECHER COTTON, PAMELA COLON,
SIRDINA ISAAC-JOSEPH, ESTHER
CLIFFORD, SYLVIA BROWNE, ALVINA
JEAN-MARIE ILARRAZA, FRANCIS E.
CHARLES, THERESA J. CHARLES, HELEN
SHIRLEY, ANISHA HENDRICKS, CRISTEL
RODRIGUEZ, JOSIE BARNES, ARLEEN
MILLER, ROSALBA ESTEVEZ, ISIDORE
JULES, JOHN SONSON, VIRGINIE
GEORGE, CLIFFORD BOYNES,
CHRISTOPHER CHRISTIAN, MARGARET
THOMPSON, DELIA ALMESTICA, CARLOS
CHRISTIAN, ANNA REXACH-
CONSTANTINE, MERVYN CONSTANTINE,
NEAL DAVIS, EDNA SANTIAGO,
GUIDRYCIA WELLS, O'SHAY WELLS,
AARON G. MAYNARD, VERNE MCSWEEN,
ROCHELLE GOMEZ, MYRNA MATHURIN,
JOAN MATHURIN, LEOBA JOHN
BAPTISTE, WARRINGTON CHAPMAN,
AND ANNE MARIE JOHN BAPTISTE,**

Defendants.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Limetree Bay Services, LLC (1866); Limetree Bay Refining Holdings, LLC (1776); Limetree Bay Refining Holdings II, LLC (1815); Limetree Bay Refining, LLC (8671); Limetree Bay Refining Operating, LLC (9067); Limetree Bay Refining Marketing, LLC (9222). The Debtors' mailing address is Limetree Bay Services, LLC, 11100 Brittmoore Park Drive, Houston, TX 77041.

**STIPULATION AND AGREED ORDER AMONG THE
DEBTOR, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS,
AND CERTAIN CLASS ACTION PLAINTIFFS**

Limetree Bay Refining, LLC (the “**Limetree Refining**,” or the “**Debtor**”), the Official Committee of Unsecured Creditors (the “**Committee**”), and the plaintiffs in *Cotton v. Limetree Bay Ventures, LLC*, Case No. 1:21-cv-00261 (D.V.I.) (the “**Cotton Plaintiffs**”), *Shirley v. Limetree Bay Ventures LLC*, Case No. 1:21-cv-00259 (D.V.I.) (the “**Shirley Plaintiffs**”), and *Boynes v. Limetree Bay Ventures, LLC*, Case No. 1:21-cv-00253 (D.V.I.) (the “**Boynes Plaintiffs**” and, together with the *Shirley* Plaintiffs, the *Cotton* Plaintiffs, the Committee and the Debtor, the “**Parties**”) hereby enter into this stipulation and agreed order (this “**Stipulation and Agreed Order**”) as follows:

WHEREAS, the counsel in *Cotton v. Limetree Bay Ventures, LLC*, Case No. 1:21-cv-00261 (D.V.I.) (the “**Cotton Class Action**”) currently represents in excess of 1,000 members of the putative class, counsel in the *Shirley v. Limetree Bay Ventures LLC*, Case No. 1:21-cv-00259 (D.V.I.) (the “**Shirley Class Action**”) currently represents in excess of 1,300 members of the putative class, and counsel in *Boynes v. Limetree Bay Ventures, LLC*, Case No. 1:21-cv-00253 (D.V.I.) (the “**Boynes Class Action**”) represent numerous named putative class members in the class action in the District Court of the Virgin Islands, St. Croix;

WHEREAS, on July 26, 2021, the Debtor commenced the above-captioned adversary proceeding against plaintiffs in the *Cotton* Class Action, the *Shirley* Class Action, the *Boynes* Class Action, and *Charles v. Limetree Bay Ventures, LLC*, 1:21-cv-00260 (D.V.I.) (the “**Charles Class Action**,” and together with the *Cotton* Class Action, the *Shirley* Class Action, the *Boynes* Class Action, the “**Class Actions**”) and filed the *Motion for Preliminary Injunction, Emergency Motion to Extend the Automatic Stay and, Additionally or in the Alternative, Grant Preliminary*

Injunctive Relief, Halting the Prosecution of the Class Action Against Debtor and Non-Debtor Defendants [Dkt. No. 2] (the “**Motion**”);

WHEREAS, on July 26, 2021, the Court issued a Temporary Restraining Order under Fed. R. Civ. P. 65 (b)(1) and ordered a temporary extension of the bankruptcy stay to Limetree Bay Ventures, LLC, Limetree Bay Terminals LLC, Arclight Capital Partners LLC, Freepoint Commodities, LLC, EIG Global Energy Partners, LLC, and BP Products North America (collectively, the “**Non-Debtor Defendants**”) in the Class Actions for 14 days and ordering briefing regarding additional relief [Dkt. No. 3];

WHEREAS, on August 3, 2021, the *Cotton* Plaintiffs, the *Shirley* Plaintiffs, and the *Boynes* Plaintiffs filed oppositions to additional relief with supporting evidence [Dkt. Nos. 8-30];

WHEREAS, the plaintiffs in the *Charles* Class Action (the “**Charles Plaintiffs**”) did not file an opposition to additional relief and are not a party to this Stipulation; and

WHEREAS, due to the exigency to provide certain exigent and essential health and safety issues related to the plaintiffs in the Class Actions, the Parties wish to work consensually to address the exigent needs of the residents of the U.S. Virgin Islands for access to clean water for drinking, bathing, cooking, and gardening, and the health and safety of pets and livestock (the “**Exigent Health and Safety Issues**”);

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Stipulation and Agreed Order, the Parties hereby stipulate and agree as follows:

1. For the sole purpose of facilitating a mediation to address Exigent Health and Safety Issues, the Parties will agree to a voluntary stay (the “**Voluntary Stay**”), which temporarily extends the stay of the *Cotton* Class Action, the *Shirley* Class Action and the *Boynes* Class Action against the Non-Debtor Defendants, and which shall terminate on August 30, 2021,

or earlier if the parties reach an impasse in the mediation described herein (the “**Termination Date**”). The Termination Date may be extended upon unanimous agreement of the Parties.

2. For 30 days following the date this Court enters this Stipulation and Agreed Order, the *Charles* Plaintiffs are stayed from prosecuting the *Charles* Class Action against the Non-Debtor Defendants.

3. The Parties respectfully request that the Honorable Marvin J. Isgur, United States Bankruptcy Judge, or if he is unavailable, another person, be appointed by the Court to assist the Negotiation Parties (as defined below), by acting as a mediator.

4. During the Voluntary Stay period, all relevant parties, in their sole and exclusive discretion, including the Debtors, the Non-Debtor Defendants, Insurance Carriers for the Debtors and the Non-Debtor Defendants, the Plaintiffs in Class Actions, and the Committee (collectively, the “**Negotiation Parties**”),² should interface with the mediator on an expedited schedule, and focus on the following scope (the “**Negotiation Scope**”):

- i. the scope of the immediate needs to address the Exigent Health & Safety Issues;
- ii. the necessary funding of the Exigent Health & Safety Issues; and
- iii. a mechanism to assure the appropriate performance of the efforts of all parties to address the Exigent Health & Safety Issues

² With respect to this proposal, the Parties makes the following observations and comments: (A) the term and structure of mediation is proposed, as the Parties does not currently believe that there is a dispute that the Exigent Health & Safety Issues need to be addressed, as well as the urgency thereof, but rather mediation will address (i) the scope of the remediation; (ii) how much it will cost; and (iii) who will do the work and pay for the remediation; thus, the Parties see Judge Isgur’s (or another mediator) efforts to assist those parties that want to address the issues, focus the right attention and, as necessary, obtain Judge Isgur’s input on possible structures that would come to bear to address the Health & Safety Issues and work as incentives to those parties that initially choose not to participate at the negotiation table and (B) the Parties are clearly cognizant that this Court does not Order parties to mediate, but rather will Order mediation if the parties agree to mediate. The Parties are hopeful that the parties before the Court will see the wisdom of mediation, rather than risking the pursuit of the Class Actions. Notwithstanding not all relevant parties’ participation, the Parties do believe that even the involvement of some of the parties (such as the Debtors, the Plaintiffs, and the Committee) will move the issues forward and may result in unexpected participation by certain parties.

5. During the Voluntary Stay period, the Debtor agrees to refrain from soliciting releases from potential plaintiffs in these Class Actions.

6. Prior to the end of the Voluntary Stay period, a continued emergency hearing will be held by the Court, either to:

- i. approve any plan to address the Exigent Health & Safety Issues which has been agreed to at the mediation (the “**Plan**”) or
- ii. in the event that no Plan to address the Exigent Health & Safety Issues is agreed to at the mediation, terminate the Voluntary Stay to permit the Class Actions (whether the plaintiffs in the Class Actions participate in the mediation or not) to proceed in the District Court of the Virgin Islands to address the Exigent Health & Safety Issues as against the Non-Debtor Defendants only (“**Termination**”).

7. The Debtor will use best efforts to seek court approval of the Plan or Termination, as applicable, and the Committee will support those efforts.

8. All parties, including the Parties and the Non-Debtor Defendants, reserve all rights and no party waives any rights by this Stipulation.

IT IS SO ORDERED.

Signed: August 09, 2021.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED TO ON THIS 9TH DAY OF AUGUST, 2021

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